

0065643

# CONTRACT

ISSUED AND PRINTED BY

THE STATE ADMINISTRATION OF FOREIGN

EXPERTS AFFAIRS

(Copies Are Invalid)

EXHIBIT

F

MA - 146

## CONTRACT

I. Party A Liaoning Normal University wishes to engage the service of Party B Marvel Ma as foreign expert. The two parties, in a spirit of friendly cooperation, agree to sign this contract and pledge to fulfil conscientiously all the obligations stipulated in it.

II. The period of service will be from the 1<sup>st</sup> day of August 20 08 to the 31<sup>st</sup> day of July 20 09.

III. The duties of Party B (see attached pages)

IV. Party B's monthly salary will be ¥ 13,331 Yuan RMB,        % of which can be converted into foreign currency monthly.

### V. Party A's Obligations

1. Party A shall introduce to Party B the laws, Decrees and relevant regulations enacted by the Chinese government, the Party A's

work system and regulations concerning administration of foreign experts.

2. Party A shall conduct direction, supervision and evaluation of Party B's work.

3. Party A shall provide Party B necessary working and living conditions.

4. Party A shall provide co-workers.

5. Party A shall pay Party B's salary regularly by the month.

#### VI. Party B's Obligations

1. Party B shall observe the laws, decrees and relevant regulations enacted by the Chinese government and shall not interfere in China's internal affairs.

2. Party B shall observe Party A's work system and regulations concerning administration of foreign experts and shall accept Party A's arrangement, direction, supervision and evaluation in regard to his/her work. Without Party A's consent, Party B shall not render service elsewhere or hold concurrently any post unrelated to the work agreed on with Party A.

3. Party B shall complete the tasks agreed on on schedule and guarantee the quality of work.

4. Party B shall respect China's religious policy, and shall not conduct religious activities incompatible with the status of an expert.

5. Party B shall respect the Chinese people's moral standards and customs.

#### VII. Revision, Cancellation and Termination of the Contract

1. Both Parties should abide by the contract and should refrain from revising, canceling, or terminating the contract without mutual consent.

2. The contract can be revised, canceled, or terminated with mutual consent. Before both parties have reached an agreement, the contract should be strictly observed.

3. Party A has the right to cancel the contract with a written notice to Party B under the following conditions:

(1) Party B does not fulfil the contract or does not fulfil the contract obligations according to the terms stipulated, and has failed to amend after Party A has pointed it out.

(2) According to the doctor's diagnosis, Party B cannot resume normal work after a continued 30 day sick leave.

4. Party B has the right to cancel the contract with a written notice to Party A under the following conditions:

(1) Party A has not provided Party B with necessary working and living conditions as stipulated in the contract.

(2) Party A has not paid Party B as scheduled.

### VIII. Breach Penalty

When either of the two parties fails to fulfil the contract or fails to fulfil the contract obligations according to the terms stipulated, that is, breaks the contract, it must pay a breach penalty of US \$ 500 to 2,000 (or the equivalent in RMB).

If party B asks to cancel the contract due to events beyond control, it should produce certifications by the department concerned, obtain Party A's consent, and pay its own return expenses; if Party B cancels the contract without valid reason, it should pay its own return expenses and pay a breach penalty to Party A.

If Party A asks to cancel the contract due to events beyond control, with the consent of Party B, it should pay Party B's return expenses; if Party A cancels the contract without valid reason, it should pay Party B's return expenses and pay a breach penalty to Party B.

IX. The appendix of this contract is an inseparable part of the contract and has equal effect.

X. This contract takes effect on the date signed by both parties and will automatically expire when the contract ends. If either of the two parties asks for a new contract, it should forward its request to another party 90 days prior to the expiration of the contract, and

sign the new contract with mutual consent.

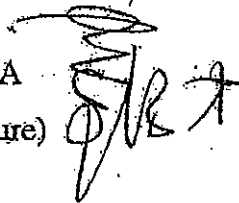
Party B shall bear all expenses incurred when staying on after the contract expires.

#### XI. Arbitration

The two parties shall consult with each other and mediate any disputes which may arise about the contract. If all attempts fail, the two parties can appeal to the organization of arbitration for foreign experts affairs in the State Administration of Foreign Experts Affairs and ask for a final arbitration.

This Contract is signed at Dalian, in duplicate, this 20th day of May, 2008, in the Chinese and English, both texts being equally authentic.

Party A  
(Signature)



Party B  
(Signature)



## 合同附件: Amendment to the Contract

甲方: Party A

辽宁师范大学国际商学院

LNU-MSU College of International Business

乙方: Party B

*Marcel Ma*

### 一、待遇与责任 Treatment/Obligation:

1. 甲方将为乙方提供税前工资人民币 13331 元。工资自受聘方到职之日起至合同期满之日止, 按月发放。

Party A shall pay Party B a monthly salary of 13331 RMB Yuan before the Chinese income tax is withheld. The salary will be paid from the date Party B starts work until the contract length has been fulfilled on a monthly basis.

2. 合同期内甲方将为乙方提供住房补贴, 每人每月 1500 元。如果夫妻双方都在我院任教, 甲方将为每人每月提供 1000 元住房补贴。乙方自己承担水、电、煤气、电话、宽带的费用。

Party A shall provide Party B with a monthly housing allowance of 1500 Yuan RMB during the contract period. If both members of the couple are employed by our college, Party A shall provide each person 1000 Yuan RMB housing allowance per month. Party B shall be responsible for all utilities and the use of broadband.

3. 乙方有责任仔细保管其公寓内的生活设施和公寓的装备, 对其在非正常情况下的破坏和丢失予以赔偿。

Party B shall be responsible for all damages or loss in the housing provided by party A.

4. 如果乙方成功地履行了合同的所有内容工作满一年, 甲方将为乙方报销往返程经济舱机票一次, 报销最高额度为 1500 美元。乙方提供相应的收据 (机票和登机牌)。乙方在购买机票之前必须向甲方提供行程单审批, 待甲方批准后方可购买相应的机票。

Party A shall reimburse Party B for a round trip Economy Class ticket from Dalian to a location of origin for up to \$1500 dollars on the condition Party B has successfully completed the contract. Party B should provide the proper documentation including the airline receipt and the boarding passes. Travel itinerary must be pre-approved by Party A before the ticket is issued.

### 二、医疗保险 Medical Insurance

1. 如果乙方来我院工作的期限不足一学年, 乙方应在来我校工作之前自行购买中国境外医疗保险, 并且所购险种确能覆盖在华工作期间所发生大病和住院医疗费用。

If Party B's contract time is under one academic year (less than two semesters), he must arrange his own medical insurance abroad that covers personal accident, medical treatment and hospital expenses.

2. 如果乙方来我院工作的期限超过一学年, 则需要购买人身意外伤害保险 (附加疾

病住院医疗保险, 附加意外伤害医疗)。保险费用将由甲、乙双方共同承担, 其中甲方承担 80%, 乙方承担 20% (乙方可以自行购买其它险种)。

If Party B's length of contract exceeds one academic year, a one-year Personal Accident Insurance is required, which includes Hospital Accidental Expense Insurance and Accidental Injury Medical Treatment. Party A and Party B shall share the cost of the insurance expenses. Party A shall pay 80%, and Party B shall pay 20%. (Party B can choose to purchase alternative insurance plans at his/her own expense)

保险名称 Insurance Items	保险责任 Insurance Liability	保险金额 Sum Insured (RMB Yuan)
人身意外伤害保险 Personal Accident Insurance	意外死亡或残疾 Death or Disability	200,000
附加疾病住院医疗保险 Affixation of Hospitalization Insurance for illness	疾病住院医疗 Hospitalization Treatment	200,000
附加意外伤害医疗 Affixation of Accidental Injury Medical Treatment	意外伤害医疗 Accident Treatment	20,000

除本合同附件第三款第二条保险以外的一切医疗费用由乙方自己承担。

Party B pays for all other health care expenses not covered by the Personal Accident Insurance.

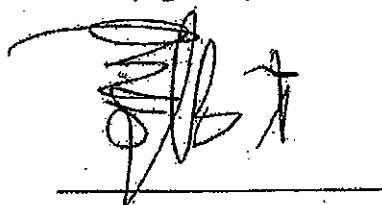
乙方若有随行家属, 其家属的保险及医疗费用由乙方自己承担。

Party B shall pay for the expenses of insurance and health care for their accompanying family members.

本合同附件于 2008 年 5 月 30 日签订, 一式两份。

This Amendment is signed in duplicate on this 20 day of 5 2008.

Party A  
(Signature)



Party B  
(Signature)

